

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**The Bethel Board of Education**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Bethel Paraeducators and ABA Providers  
Local 424 - Unit 71**

**July 1, 2017 through June 30, 2020**

September 11, 2017  
5931195v3

RECEIVED  
2018 JAN 12 A 11:15  
TOWN CLERK  
TOWN OF BETHEL

## TABLE OF CONTENTS

ARTICLE I: RECOGNITION .....	1
ARTICLE II: NO DISCRIMINATION .....	1
ARTICLE III: SCOPE OF AGREEMENT .....	1
ARTICLE IV: NO STRIKE/NO LOCKOUT .....	1
ARTICLE V: UNION BUSINESS .....	2
ARTICLE VI: UNION MEMBERSHIP .....	2
ARTICLE VII: SENIORITY & PROBATIONARY PERIOD .....	3
ARTICLE VIII: GRIEVANCE PROCEDURE .....	4
ARTICLE IX: WORKING CONDITIONS .....	5
ARTICLE X: ELIGIBILITY OF PART-TIME EMPLOYEES .....	7
ARTICLE XI: HOLIDAY PAY .....	7
ARTICLE XII: WORKERS' COMPENSATION .....	7
ARTICLE XIII: SICK LEAVE .....	8
ARTICLE XIV: BEREAVEMENT LEAVE .....	8
ARTICLE XV: EMERGENCY DAYS .....	8
ARTICLE XVI: OTHER AUTHORIZED ABSENCES WITH PAY .....	9
ARTICLE XVII: LEAVE OF ABSENCE WITHOUT PAY .....	10
ARTICLE XVIII: RESIGNATIONS .....	10
ARTICLE XIX: JOB PLACEMENT, LAYOFF, & RECALL .....	10
ARTICLE XX: INSURANCE AND PENSION BENEFITS .....	12
ARTICLE XXI: WAGE SCHEDULE .....	14
ARTICLE XXII: DISCIPLINE .....	16
ARTICLE XXIII: PROTECTION OF EMPLOYEES .....	16
ARTICLE XXIV: MISCELLANEOUS .....	16
ARTICLE XXV: PROFESSIONAL DEVELOPMENT .....	17
ARTICLE XXVI: DURATION .....	17
APPENDIX A: DEFINED CONTRIBUTION PLAN & 457 DEFERRED COMPENSATION PLAN .....	18

## **ARTICLE I -RECOGNITION**

**Section 1.01.** The Bethel Board of Education, hereinafter referred to as the "Board", recognizes the United Public Service Employees Union (UPSEU), hereinafter referred to as "the Union", as the exclusive bargaining representative of a unit consisting of all employees of the Board employed as Paraeducators or ABA providers, hereinafter referred to collectively as "employees", in the public school system of Bethel, for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment, and with all the rights and privileges as provided by Section 7-467 et. seq. of the Connecticut General Statutes.

## **ARTICLE II -NO DISCRIMINATION**

**Section 2.01.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religion, age, gender, sexual orientation, gender identity or expression, genetic information, disability, national origin, marital status, or political or labor union affiliation.

**Section 2.02.** Whenever used in this Agreement, personal pronouns shall include reference to both genders.

**Section 2.03.** Grievances brought under this non-discrimination clause may be appealed through Step Three of the Grievance Procedure and are not subject to arbitration.

## **ARTICLE III -SCOPE OF THE AGREEMENT**

**Section 3.01.** It is understood by both parties to this Agreement that the Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Union.

**Section 3.02. Management Rights.** Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Board has retained all rights and privileges, whether exercised or not, it had prior to the signing of this Agreement, including but not limited to, the right to manage business of the School District and direct the working force of the School District, the right to hire, promote and demote; to suspend, discharge or otherwise discipline; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff; to dismiss; to plan, direct and control School District operations; and to change equipment or facilities.

**Section 3.03. Prior Benefits.** Any benefits enjoyed by the Union members prior to the effective date of this Agreement which have not been superseded by the provisions of this Agreement shall continue in effect.

## **ARTICLE IV – NO STRIKE/NO LOCKOUT CLAUSE**

**Section 4.01.** The Union agrees that it and/or its members, individually or collectively, during the term of this Agreement, will not cause nor take part in any strike, sit-down, slow-down, or curtailment or restriction or interference of work even of a temporary nature.

**Section 4.02.** The Board agrees that it will not pursue lock-out tactics in any part of its operations

## **ARTICLE V -UNION BUSINESS**

**Section 5.01. Union Bulletin Board.** There will be one (1) bulletin board in each school building, for the purpose of displaying notices, circulars, and other Union materials. This Union bulletin board shall be displayed in a conspicuous place.

**Section 5.02. Union Representatives.** The Union shall furnish the Board with a list of designated Building Representatives and Officers. Whenever there is a change in representatives, the-UPSEU Office shall give the Board written notice of such changes.

**Section 5.03. Leave Without Loss of Pay for Building Representatives and Officers.** Leave without loss of pay shall be provided to one Building Representative and one Officer to attend jointly scheduled grievance meetings. Leave without loss of pay shall be provided to either one Building Representative or one Officer to attend meetings in which disciplinary action involving an employee is announced or in connection with the investigation of matters which the employee reasonably believes might result in disciplinary action.

**Section 5.04. Union Meetings On School Property.** The Union may call meetings in each school before or after school whenever necessary, provided such meetings do not conflict with other scheduled school activities or programs.

**Section 5.05. Visitation Clause.** Representatives designated by the Union shall have access to the schools where members of the bargaining unit are employed during working hours for the purpose of investigating working conditions, complaints or for any other purpose relating to the terms and conditions of this Agreement. The designated representative shall be an officer of the Union, the representative designated by the Union to administer the contract or an agent of the Union with specialized skills such as a safety and health representative. The names of the officers and the representative designated to administer the contract shall be provided by the Union to the Superintendent and updated as changes occur. In the event of a visit by an agent of the Union with specialized skills, the Union shall notify the Superintendent with the name of that individual in advance of the visit. Any such visitor shall first report to the Main Office. Such visits shall not interfere with the operation of the school.

**Section 5.06. Unpaid Leave for Union Conferences.** Up to two employees who are designated Building Representatives or Officers shall be excused from work without pay for up to two days per year at the request of the Union Labor Relations Representative to attend Union conferences or training. Such request shall be submitted to the Personnel Office no later than one week in advance.

## **ARTICLE VI -UNION MEMBERSHIP, AGENCY SHOP AND PAYROLL DEDUCTIONS**

**Section 6.01.** All employees shall be required, as a condition of employment, to become or remain members of the Union and pay to the Union through payroll deductions an initiation fee and union dues or shall pay to the Union through payroll deductions an agency fee equal to a prorata share of the Union's expenses for collective bargaining, contract administration and grievance adjustment.

**Section 6.02.** All employees entering the bargaining unit on or after the effective date of this

Agreement shall, as a condition of employment, pay Union dues or agency fees to the Union beginning thirty (30) days after entering the bargaining unit. The Board shall provide the Union with the name, date of hire, position, hourly rate, number of hours worked per day and number of days worked per week for each new employee within 30 days of the employee's date of hire.

**Section 6.03.** Upon receipt of a payroll deduction authorization form signed by an employee covered by this Agreement, the Board will deduct monthly from such employee's wages the amount specified in such authorization form plus an initiation fee. The Board will forward the amount deducted to the Secretary/Treasurer of the Union or his authorized agent together with a listing of the name of each employee and the amount deducted. At the end of the school year, the Board shall provide the Union with a listing of total wages and hours paid to each employee during that school year.

**Section 6.04.** Payroll deductions will be made in the second payroll period each month for properly executed deduction authorization forms received at the Board's Payroll Office on or before the first day of the month. However, the Board assumes no responsibility either to the employee or to the Union for any failure to make, or for any errors in making, such deductions but will make appropriate efforts in correcting any such errors or omissions.

**Section 6.05.** Deductions shall be remitted to the Secretary/Treasurer of the Union not later than twenty (20) days after the end of the month during which deductions were made.

**Section 6.06.** An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon any leave of absence without pay. Upon return from leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with Section 6.04 of this Article.

**Section 6.07.** Any change in the amount of monthly Union dues or agency fees will be certified to the Board by the Secretary/Treasurer of the Local Union. Such change shall become effective the first day of the month following thirty (30) days from the date the Board receives such certification.

**Section 6.08.** The Union agrees to defend and save harmless the Board from any claims, actions, damages or other loss, including attorney's fees and costs, which may arise from the Board's enforcement of and compliance with this Article.

## **ARTICLE VII –** **SENIORITY AND PROBATIONARY PERIOD**

**Section 7.01.** Newly hired paraeducators shall serve a probationary period of ninety (90) days actually worked; newly hired ABA providers shall serve a probationary period of ten (10) school months. During such probationary period, the probationary employee shall have no seniority rights or recourse to the grievance procedure, but shall be subject to all other provisions of the Agreement.

**Section 7.02.** Upon successful completion of the probationary period, the employee shall gain seniority status. The first day worked will be the seniority date. In the event that two or more employees begin work on the same day, each such employee's seniority date shall be the date the Board received the employee's application in the personnel office. In the event two or more employees' applications were received on the same day, the resulting tie in seniority will be resolved with a lottery conducted by the Personnel Officer and a Union building representative within 30 days of school opening.

**Section 7.03.** ABA providers who had contiguous employment by the Board as paraeducators shall serve a trial period of ninety (90) days actually worked but shall retain their original seniority date. During the trial period, an ABA provider who was formerly a paraeducator may be reassigned to a paraeducator position. If there is no open position, the ABA provider shall bump the least senior paraeducator with a full-time work schedule provided the ABA provider is qualified for the position and has more seniority than the paraeducator.

## **ARTICLE VIII -GRIEVANCE PROCEDURE**

**Section 8.01. Purpose.** The purpose of this grievance procedure is to secure, at the lowest possible administrative level, the resolution of grievances. The parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any employee to discuss her concerns informally with any appropriate member of the administration.

**Section 8.02. Definitions.**

- A. A "grievance" is a dispute over the interpretation or application of the terms of this Agreement.
- B. "Days" shall mean working days employees are scheduled to work.
- C. "Superintendent" shall mean the Superintendent of Schools or his designee.
- D. "Grievant" shall mean the aggrieved employee(s).

**Section 8.03. Time Limits.** The number of days indicated at each step of the grievance procedure are considered as a maximum, and the parties agree to make every effort to expedite the grievance process. The time limits specified may, however, be extended by mutual written agreement. All time limits specified in this Article shall commence on the date of receipt.

**Section 8.04. Informal Grievance Procedure.** If an employee feels that she may have a grievance, the employee and/or her Union representative, if the employee desires such representation, may elect to first discuss the matter with the employee's principal or immediate supervisor in an effort to resolve the problem informally. If an adjustment is made, the employee and the Union shall be given prompt notice of the adjustment.

**Section 8.05. Formal Grievance Procedure.**

**STEP 1.** If a grievant and/or the Union is not satisfied with the disposition of the grievance through the informal procedure or has elected not to participate in the informal procedure, the grievant and/or the Union may submit a grievance in writing to the principal or immediate supervisor. Such grievance shall be submitted within thirty (30) days after the grievant knew or should have known of the event giving rise to the grievance. A meeting shall be held with the employee's principal or immediate supervisor and the grievant and the Union, if the grievant desires, within seven (7) days after the receipt of the grievance. Within seven (7) days of the meeting, the principal or immediate supervisor shall render a decision in writing to the grievant, with a copy sent to the local Union.

**STEP 2.** If the grievant and/or the Union is not satisfied with the Step 1 decision, the Union may submit the grievance in writing to the Superintendent within seven (7) days after the Union has received the Step 1 decision. A second step meeting will be held with the Superintendent, the grievant, her building representative and the local Union representative within seven (7) days after the receipt of the Step 2

grievance. Within seven (7) days after the Step 2 meeting, the Superintendent shall render a written decision to the local Union, with a copy sent to the grievant.

**STEP 3.** If the Union is not satisfied with the decision rendered by the Superintendent, the Union may, within ten (10) days after receiving that decision, submit the grievance to the Board of Education which shall consider such grievance at its next regularly scheduled meeting. The grievant, the building representative and the local Union representative may attend a portion of the meeting in order to discuss the grievance. The decision of the Board shall be rendered in writing within ten (10) days after the Board meeting and shall be sent to the local Union, with a copy sent to the grievant.

**STEP 4.** If the Union is not satisfied with the decision rendered by the Board, the Union may within thirty (30) days after receipt of that decision, submit the grievance to arbitration before the American Arbitration Association. The decision rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The costs of arbitration shall be borne equally by the parties.

**Section 8.06.** Any grievance for which management fails to hold a timely meeting or which is not answered within the specified time period (plus three days for mailing) may be immediately appealed to the next step of the grievance procedure.

**Section 8.07.** If a grievance represents the interest of more than one (1) employee, or if the grievance alleges improper layoff or discharge without just cause, or if the informal procedure set forth in Section 7.04 is utilized, the grievance may be introduced directly at Step 2 of this procedure. Grievances alleging improper layoff or discharge without cause shall be submitted within one (1) week of receipt of notice of layoff or discharge by the local Union. Grievances representing the interest of more than one (1) employee or initiated at Step 2 after utilization of the informal grievance procedure shall be submitted within thirty (30) days after the aggrieved employee knew or should have known of the event giving rise to the grievance.

**Section 8.08. Mediation.** The mediation services of the State Board of Mediation and Arbitration or the American Arbitration Association may be utilized at any time provided the Board and the Union jointly agree to such services.

**Section 8.09.** The Board may not enter into any separate agreement or understanding with an individual employee in the bargaining unit which agreement or understanding is inconsistent with the terms of this Agreement. Any separate inconsistent agreement will not be binding unless expressly adopted in writing and mutually agreed upon by the Board and the Union.

## **ARTICLE IX -WORKING CONDITIONS**

### **Section 9.01 -Work Year.**

A. **Paraeducators.** The work year shall be the same as that for students in accordance with the school calendar, with the exceptions described herein. Newly hired paraeducators, in the first ninety (90) work days of their employment, shall be scheduled for up to six (6) additional hours or one additional day for training.

B. Employees shall be required to work the hours school is in session for students except: 1) on the first day of school; 2) on school days shortened for purposes of professional development; and 3) when employees are required to stay on a student exam or parent/teacher conference day.

C. Separate and distinct from the in-service workshops described in Section 9.06, the administration may have paraeducators and ABA Providers attend one full day in-service training/professional learning day on one of the scheduled teacher in-service/professional learning days when students do not attend school in lieu of attending training on three school days shortened for exam or parent/teacher conference days. If administration wishes to exercise this option, the administration shall notify paraeducators and ABA Providers by August 1. The notice shall state the day on which paraeducators and ABA Providers shall be required to attend a full day of training/professional learning and the three early release days on which paraeducators and ABA providers shall be released at the same time as students and paid only for time worked, which may vary based on level of school (pre-K, elementary, middle, high).

**Section 9.02 -Work Hours.** Full-time paraeducators are those employees regularly scheduled to work at least five (5) hours per day with a minimum of twenty-five (25) hours per week. Part-time paraeducators are those employees scheduled to work less than five (5) hours per day and less than twenty-five (25) hours per week. ABA providers are regularly scheduled to work at least six and one-half (6.5) hours per day and no more than seven and one-half (7.5) hours per day during the school year. ABA providers who are assigned to work during the summer recess shall be guaranteed at least one hundred (100) hours of work.

**Section 9.03 -Overtime.** If an employee is required to work in excess of her regularly scheduled hours, she shall be paid at the straight time hourly rate for all hours worked up to forty (40) hours per week. All hours worked in excess of forty (40) hours shall be paid at one and one-half (1-1/2) times the straight time hourly rate.

**Section 9.04 -Compensatory Time.** Compensatory time in lieu of overtime pay, or in lieu of pay for additional time worked up to 40 hours, may be arranged, subject to the mutual agreement of the employee and the supervisor and subject to the terms of this Section. Compensatory time for all hours worked up to forty (40) hours in any pay week must be taken within the same pay period. Compensatory time for hours worked in excess of forty (40) hours in any pay week may be accumulated up to forty (40) hours but must be taken or paid by the end of the school year in which it was earned. Compensatory time must be taken in hourly increments unless the employee has an accumulation of less than one (1) hour. Scheduling compensatory time is subject to the approval of the employee's supervisor and the building principal.

**Section 9.05 -Lunch.** All full-time employees shall receive a regularly scheduled thirty (30) minute lunch period. Lunches shall begin no earlier than the first student lunch period begins and no later than the last student lunch period begins. In the event an employee is on a school field trip and the nature of the trip precludes the employee from taking a lunch period, the employee shall be paid for the loss of the thirty (30) minute lunch period.



**Section 9.06 -In-Service Workshops.** Except as noted in 9.01, employees shall be paid at the applicable overtime rate for attendance at mandatory in-service workshops and/or training, when such workshops and/or training are conducted outside of regular working hours. Whenever possible, employees shall be given 48 hours advanced notification of the nature, time, and location of such workshops.

**Section 9.07 -Class Coverage.** In the event a qualified employee is assigned for one-half (1/2) day or more to replace a teacher without additional paraeducator support in the classroom, the employee shall be paid at her regular straight time hourly rate of pay plus \$5.00 per hour or at the substitute teacher rate, whichever is greater.

## **ARTICLE X -ELIGIBILITY OF PART-TIME EMPLOYEES FOR HOLIDAY PAY AND PAID LEAVE**

**Section 10.01.** All part-time employees are covered by the provisions of this Agreement for funeral leave, a day in observance of a religious holiday and jury duty leave.

**Section 10.02.** Part-time employees who work five (5) days a week shall continue to receive holiday pay and all other paid leave in this Agreement and shall be paid for the number of hours they are regularly scheduled to work on the benefit day off.

**Section 10.03.** For part-time employees scheduled to work less than five (5) days a week, holiday pay, sick leave and emergency days shall be pro-rated according to the following formula:

Total hours scheduled for the school week divided by twenty-five (25).

## **ARTICLE XI -HOLIDAY PAY**

**Section 11.01.** A paid holiday, regardless of the day on which it falls or is observed, shall be:

Columbus Day	New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day	President's Day
Day After Thanksgiving	Good Friday	Christmas Eve Day (Dec. 24)
Memorial Day	Christmas Day	*Independence Day

\*All ABA providers scheduled to work during the summer shall receive Independence Day as a paid holiday.

**Section 11.02.** The foregoing holidays shall be observed as designated on the school calendar. If school is in session on any of the listed holidays, the employee shall work and shall be paid for the time worked plus one day of holiday pay.

## **ARTICLE XII -WORKERS' COMPENSATION**

**Section 12.01.** Any employee who is absent from work as a result of injury arising out of and in the course of her employment and who is eligible for compensation under the Workers' Compensation laws of the State of Connecticut, shall be paid full salary, less the amount of weekly compensation, for

a maximum period of one hundred and eighty (180) working days, provided that, after 6 months, the employee's accumulated sick leave shall be charged on a pro-rata basis at the rate of one-third (1/3) day for each day of payment.

### **ARTICLE XIII -SICK LEAVE**

**Section 13.01.** Effective upon ratification and approval of the collective bargaining agreement, employees shall earn sick leave at the rate of 1.2 days per month actually worked to a maximum of twelve (12) days in each school year, accumulative to one hundred fifty (150) days.

In the event of sick leave lasting longer than three (3) days, the employee shall provide a doctor's note upon return to work, however, the employee shall provide a doctor's note prior to his/her return to work upon request of the administration.

**Section 13.02.** At the beginning of the school year, each employee shall be credited in advance with twelve (12) sick leave days. An employee commencing employment within the school year shall be credited in advance with a pro-rata number of sick leave days. When an employee leaves employment with the Board before the end of the school year and the employee has used more sick leave time than she has earned, the dollar value of the used unearned sick leave days shall be deducted from the employee's final paycheck

**Section 13.03.** ABA providers who work during the summer recess shall be credited with one additional day of sick leave as of July 1<sup>st</sup>. Effective July 1, 2019, ABA providers who work in the summer shall receive an additional sick day (for a total of 14).

### **ARTICLE XIV - BEREAVEMENT LEAVE**

**Section 14.01.** Five (5) consecutive days with full pay to the employee will be allowed for: Death in the immediate family (father, mother, brother, sister, spouse, and child.

**Section 14.02.** Three (3) consecutive days with full pay to the employee will be allowed for: Death of grandmother, grandfather, grandchild, in-laws, in same relationship.

**Section 14.03.** One (1) day with full pay to the employee will be allowed for: Death of aunt or uncle, niece or nephew or first cousin.

### **ARTICLE XV -EMERGENCY DAYS**

**Section 15.01.** Employees shall be entitled to two (2) emergency days per year with full pay. An "emergency day" is hereby defined as a day of absence which is necessitated by any of the following events which prevents the employee from reporting to work as scheduled:

A. Marriage of self or children or of parents, siblings or siblings of spouse where attendance at ceremony requires absence of employee from school.

B. Serious illness of the employee, employee's spouse, child, parent or other member of the employee's immediate household for whose care the employee is responsible.

- C. High school or college graduation exercises for graduation of self, spouse, son, daughter, or siblings where attendance at ceremony requires absence of employee from school.
- D. Birth of child by wife, requiring absence of employee from school.
- E. Death of a relative (other than as outlined in Funeral Leave) requiring absence of employee from school.
- F. Handling of legal matters requiring absence of employee from school.
- G. Other emergency reasons approved by the Superintendent.

**Section 15.02.** Permission for emergency days must be requested in writing setting forth the reasons therefore, and must be submitted to the principal (or, in the case of subsection G., to the Superintendent) at least forty-eight (48) hours prior to the requested use. If the emergency is so urgent as to make forty-eight (48) hours notice impossible, the request shall be made orally as soon as practicable, either in person or by telephone, to the principal or Superintendent, and must later be confirmed in writing. Permission to use an emergency day or days shall be granted or denied on the basis of necessity as determined by the principal or Superintendent in response to each individual request.

**Section 15.03.** The emergency leave may be taken in half day increments.

**Section 15.04.** Employees shall be entitled to one personal day per year with full pay. A “personal day” is hereby defined as a day of absence which is necessitated by compelling personal business which prevents the employee from reporting to work as scheduled. The day may be taken at the discretion of the employee, with notice to the Principal at least twenty-four (24) hours prior to the requested use. It is expressly agreed that this day shall not be used for extension of vacation periods, recreation or holidays.

## **ARTICLE XVI -OTHER AUTHORIZED ABSENCES WITH PAY**

**Section 16.01.** If school is in session but the opening of school is delayed or school is dismissed early due to inclement weather or another emergency which results in students and/or employees being sent home early due to no fault of their own, employees will be paid for the entire regular work day.

**Section 16.02.** Each employee may be absent with pay for a maximum of one day per year if such absence is required to enable the employee to observe a religious holiday occurring when school is in session and requiring that no work be performed.

**Section 16.03. Jury Duty.** Any employee who is called to jury duty shall receive the necessary leave to fulfill this legal obligation. This leave will not be charged against any other leave. The employee shall receive a rate of pay equal to the difference between the jury fee and regular base pay.

## **ARTICLE XVII -LEAVE OF ABSENCE WITHOUT PAY**

**Section 17.01.** A leave of absence without pay may be granted by the Board, upon recommendation of the Superintendent, for a limited, definite period not to exceed one (1) year, for the following reasons:

- A. For health reasons, upon advice of a physician.
- B. For other personal reasons subject to the review and recommendation of the Superintendent.

**Section 17.02.** Application for such leave of absence must be made to the Superintendent in writing, stating the reasons for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, application for such extension must be made to the Superintendent and may be approved at the discretion of the Board.

**Section 17.03.** Seniority shall continue during the leave of absence. Effective the first day of the month following the month in which leave commences, fringe benefits of health, dental and life insurance shall not be continued unless the employee elects continuation of fringe benefits at her own expense or unless otherwise provided by federal or state law.

**Section 17.04.** An employee returning from an unpaid leave of absence shall be paid at the step of the salary schedule where she would have been placed as of the date the unpaid leave began.

## **ARTICLE XVIII -RESIGNATIONS**

**Section 18.01.** Written notice of resignation should be filed with the Central Office staff member in charge of personnel at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for the resignation.

## **ARTICLE XIX -JOB PLACEMENT, LAYOFF AND RECALL**

**Section 19.01. Assignment.** Employees shall be assigned to bargaining unit positions in accordance with their qualifications, performance, experience, and specialized training or skills relevant to the position. When two or more applicants are equally qualified for a position, the applicant with the greatest seniority shall be appointed to fill the vacancy. When reassigning paraeducators to another building, the Director of Special Education or designee shall give consideration to moving the least senior qualified paraeducator in the school, provided, however, that the programmatic needs of the students shall be the primary consideration governing the reassignment. Whenever possible, there shall be at least two (2) weeks' notice, in writing, given to employees who are being involuntarily transferred to a new position and/or new building/school.

**Section 19.02. New Positions.** Notice of vacant and new positions within the bargaining unit shall be posted internally first on the school district's website for at least five (5) working days. Any employee who is interested in a vacant or new position may apply, in writing, to the central personnel office within five (5) working days from the day the notice is posted. Appointments to vacant and new positions shall be made in accordance with Section 19.01 above. The vacancy may be filled after a waiting period of five (5) days from the date of the website posting; during the summer recess, the waiting period shall be ten (10) days. The waiting period shall not apply to any vacancy which arises

within two (2) weeks of the first day of the school year.

**Section 19.03. Notification.** Employees who are not going to be retained in their current job assignment in the next school year shall be notified of their new assignment by August 1<sup>st</sup>, absent unusual circumstances such as changes in student enrollment after August 1<sup>st</sup> that affect assignments. Once assigned to a position for the school year, no paraeducator shall be laid off due to the creation of an ABA provider position within that school year.

**Section 19.04. Layoff.**

A. In the event that layoffs become necessary, the following procedure shall be followed for all employees:

- (1) When a bargaining unit position has been eliminated, the incumbent employee may apply for any vacant or new bargaining unit position posted pursuant to Section 19.02 above; assignments shall be made pursuant to Section 19.01 above, provided, however, no new employee shall be hired to fill a position for which an incumbent employee with recall rights is qualified.
- (2) If there are no vacant or new bargaining unit positions for which the incumbent employee is qualified, the incumbent employee, if qualified, may exercise her seniority rights to claim the position held by the least senior employee working the same work schedule. For the purposes of this Article, two work schedules shall be recognized: full-time and part-time.
- (3) If an employee in a full-time position has insufficient seniority to retain a full-time position, said employee, if qualified, may exercise her seniority rights to claim the position held by the least senior employee in a part-time position.
- (4) Any employee for whom a bargaining unit position is not available pursuant to the foregoing subsections (1), (2), and (3) shall be laid off.

B. Employees assigned to individual students or to positions requiring unique skills, such as proficiency in Braille or sign language, are not subject to the layoff or bumping provisions of this Article as long as they continue with the individual student to whom they are assigned or in a position requiring the unique skill, provided, however, in the event of a layoff, they shall have bumping rights.

C. ABA providers and paraeducators shall be deemed separate classifications. ABA providers may exercise seniority rights in accordance with Section 19.04 A. within both classifications; paraeducators may only exercise seniority rights within the paraeducators classification.

D. Written notice of layoff shall be given simultaneously to the employee who will be laid off and to the Local Union as soon as practicable but no less than two (2) weeks prior to the effective date of layoff.

**Section 19.05. Recall.** Laid off employees shall have recall rights for a period of two (2) calendar years from the date of layoff or for length of seniority, whichever is less. Seniority shall continue to accrue during the recall period. Employees laid off from full-time positions shall have a right of recall to full-time or part-time bargaining unit positions for which they are qualified. Employees laid off from full-time positions working in part-time positions shall have a right of recall to full-time bargaining unit

positions for which they are qualified. Employees laid off from a part-time position shall have a right of recall to part-time bargaining unit positions. Paraeducators do not have the right of recall to ABA provider positions. Employees shall be recalled in accordance with their seniority. Any employee who fails to respond to written notice via U.S. Certified Mail of recall within five (5) days of receipt of such notice or who refuses recall shall lose all further recall rights except that any employee laid off from a full-time position who refuses recall to a part-time position shall lose recall rights to a part-time position but shall retain recall rights to a full-time position. Recalled employees shall be placed on the wage schedule at the step they held on their date of layoff.

**Section 19.06.** For purposes of This Article, the term "qualified" shall mean meeting the job requirements as stated in the job description.

## **ARTICLE XX -INSURANCE AND PENSION BENEFITS**

**Section 20.01. Eligibility.** Employees hired on or before June 30, 2014 who are scheduled to work nine hundred (900) or more hours in the school year are eligible for insurance benefits. For employees hired on or after July 1, 2014, only employees scheduled to work one thousand eighty-six (1,086) or more hours in the school year are eligible for insurance benefits.

**Section 20.02. Health Insurance.** Eligible employees may elect to participate in the following Health Insurance Plan provided by the Board to the employees and their eligible dependents:

Effective July 1, 2016, each eligible employee shall have the annual option to participate in the Connecticut Partnership Plan 2.0 (CPP) or to waive medical insurance. The plan benefits shall be as set forth in the CPP effective on July 1, 2016 including any subsequent amendments or modifications made to the CPP by the State and its employee representatives. The administration of the CPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the CPP. The dental plan shall be CT Partnership Plan Option #7.

If there is an unanticipated and significant change with regard to health insurance (e.g. statutory changes regarding the CPP pooling provision, unanticipated application of Cadillac Tax, but not current features of CPP such as plan design, network, managed care), either party may require negotiations to address such unanticipated and significant change through reopener negotiations.

A. The spouse of an eligible employee may only be added to the Plan after the employee presents to the Business Manager an affidavit that the spouse is not eligible to obtain employer-funded health insurance coverage from any other source.

B. Participating employees shall pay a portion of the health insurance premium as follows:

- (1) Medical Insurance –Effective October 1, 2017– 18% for single coverage plus 25% of the additional premium cost for dependent coverage. Effective July 1, 2018 – 19% for single coverage plus 25% of the additional premium cost for dependent coverage. Effective July 1, 2019 – 20% for single coverage plus 24% of the additional premium cost for dependent coverage.
- (2) Dental Insurance – Effective October 1, 2017, the Board will contribute 30% toward the premium cost for dental insurance for the employee and the employee shall

contribute 70% of the premium cost. Effective, July 1, 2018, the Board will contribute 35% toward the premium cost for dental insurance for the employee and the employee shall contribute 65% for the premium cost. Effective, July 1, 2019, the Board will contribute 40% toward the premium cost for dental insurance for the employee and the employee shall contribute 60% for the premium cost.

C. The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts which may be committed by the Board or its agent(s) other than the furtherance of the I.R.C. Section 125 plan.

D. The Board reserves the right to change health plan administrators or insurance carriers, or to self-insure or fully insure health benefits, provided that the new coverage is comparable to the coverage in place prior to the move to the CT Partnership Plan and includes at least 80% of the hospitals and physicians who were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. Prior to making such change, the Board will consult with and explain the changes to the Union.

There shall be, at the option of either party, a reopener of this Agreement, if the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I or any other federal statute or regulation and/or if there is any material amendment to the applicable provisions of the Affordable Care Act. Reopener negotiations shall be limited to the cost of the tax, health insurance plan design, premium cost share and/or introduction of an additional optional health insurance plan for the 2019-20 fiscal year, in accordance with the Municipal Employees Relations Act (MERA). No other provision of the contract shall be reopened during such mid-term negotiations. Either party may exercise this right to reopen for this limited purpose by notifying the other party in writing on or before March 1, 2019. In the event that neither party exercises their right to reopen, the negotiated language in the CBA for year 3 shall remain in effect. Upon expiration of the CBA, this provision will automatically terminate.

**Section 20.03. Life Insurance.** The Board agrees to provide each eligible employee with life and accidental death and dismemberment insurance equal to thirty five thousand dollars (\$35,000).

**Section 20.04. Pension Benefit.** Eligible employees shall be covered by a 401 (a) Defined Contribution Plan and a 457 Deferred Compensation Plan as described in Appendix A of this Agreement.

## **ARTICLE XXI – WAGE SCHEDULE**

### **Section 21.01. Paraeducators.**

The wage increase for Paraeducators and ABA Providers shall be as follows:

- **Year 1 (2017-2018):**
  - 1) Step movement for eligible unit members;
  - 2) 1.5% GWI for ABA job rate and paraeducators on Steps 7 (retroactive); and
  - 3) Freeze pay rates at Steps 4, 5 and 6 as well as ABA hire rate.
- **Year 2 (2018-2019):**
  - 1) Implementation of new paraeducator hire rate of \$17.36;
  - 2) 1.25% GWI at Steps 5, 6 and 1.5% GWI at Step 7 as well as ABA job rate. The ABA Hire Rate remains frozen; and
  - 3) There will be no step movement for any bargaining unit members.
- **Year 3 (2019-2020):**
  - 1) Elimination of steps, i.e., eliminate Step 5 and Step 6 becomes the new paraeducator job rate;
  - 2) 1.25% GWI at Step 4 (Para Hire Rate) and Step 6 (Para Job Rate) and 1.5% GWI at Step 7 as well as ABA job rate; and
  - 3) Movement of eligible unit members as follows:
    - a) Unit members receiving new paraeducator hire rate in 2018-2019 will receive new para job rate in 2019-2020;
    - b) Unit members on Step 5 in 2018-2019 will receive new para job rate in 2019-2020; and
    - c) Unit members on Step 6 in 2018-2019 will receive new para job rate in 2019-2020 except bargaining unit members eligible for the grandfathered Step 7 shall not move to grandfathered Step 7, i.e., those on Step 6 in 2018-2019 shall move horizontally to the new para job rate.

A. Paraeducators and ABA Providers shall be paid in accordance with the following schedule:

	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Step 4	\$17.26	\$17.26	\$17.36 (new Para Hire Rate)	\$17.53 (Para Hire Rate)
Step 5	\$17.99	\$17.99	\$18.21	
Step 6	\$18.69	\$18.69	\$18.92	\$19.16 (new Para Job Rate)
Step 7	\$20.59	\$20.90	\$21.21 (grandfathered rate for those who were hired prior to July 1, 2011)	\$21.53 (grandfathered rate for those who were hired prior to July 1, 2011)
ABA Hire Rate	\$21.62	\$21.62	\$21.62	\$22.53



ABA Job Rate	\$24.02	\$24.38	\$24.75	\$25.12
--------------	---------	---------	---------	---------

**B. Placement On The Wage Schedule.**

The Board shall place each newly hired paraeducator on Step 4 of the wage schedule in 2017 - 2018. Effective July 1, 2018, newly hired paraeducators shall be paid in accordance with the Paraeducator Hire Rate described in Paragraph A above for one calendar year following their date of hire. Effective July 1, 2019, all paraeducators, with the exception of those on the grandfathered Step 7 rate, shall be paid at either the Paraeducator Hire Rate or the Paraeducator Job Rate described in Paragraph A above. Future salary rates (after 2019-20), i.e., job and hire rates, shall be determined by applying a general wage increase to the Grandfathered Paraeducator Rate and using the following schedule:

STEP	SALARY RATE	SALARY FORMULA
4	Paraeducator Hire Rate	X - \$4.00
5	ELIMINATED	
6	Paraeducator Job Rate	X - \$2.50
7	Grandfathered Paraeducator Rate	X
ABA Hire Rate	ABA Hire Rate	X+ \$1.00
ABA Job Rate	ABA Job Rate	X+ \$3.50

C. Any paraeducator assigned to replace an ABA provider for more than two (2) hours shall receive an additional \$3.00 per hour.

D. Paraeducators who are assigned to provide hygiene services such as toileting or diapering to students in Grade 2 or above shall be paid a monthly stipend of \$60. The Director of Special Education or designee will identify the paraeducators who qualify for the stipend. The stipend will be given for each month in which the paraeducator provided hygiene services for ten (10) work days or more.

E. ABA providers who are reassigned to paraeducator positions within the school year because of a program reduction shall continue to be paid the ABA provider hourly rate for that school year.

**Section 21.02. Longevity.** For years of completed continuous school years as a Bethel paraeducator and/or ABA provider, a longevity payment shall be paid in one lump sum as specified in the following schedule to eligible employees after they have completed the school year as an active employee:

10 Years through 14 Years -	\$175.00
15 Years through 19 Years -	\$200.00
20 Years or more -	\$225.00

This provision does not apply to paraeducators and ABA providers who commenced employment after October 1, 2011.

**Section 21.03. Direct Deposit.** All employees shall be required to receive pay through direct

deposit. Employees shall be required to arrange payment to a bank account in their first month of employment.

## **ARTICLE XXII –DISCIPLINE**

**Section 22.01.** No employee covered by this Agreement shall be discharged, suspended or otherwise disciplined except for just cause.

**Section 22.02.** The Board shall give written notice of the discharge or suspension to the Local Union and the Unit President within two working days from the date of the discharge or suspension. Immediate written notice of the suspension or discharge will be given to the employee involved.

## **ARTICLE XXIII -PROTECTION OF EMPLOYEES**

**Section 23.01.** Employees shall report, in writing, to their principal and to the Superintendent all cases of assault suffered by them in connection with their employment as recognized by the Administration.

**Section 23.02.** Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the employee for information in its possession which relates to the incident or the persons involved.

**Section 23.03.** The Board shall protect and save harmless any employee assaulted in the line of duty in accordance with Section 10-236a of the Connecticut General Statutes.

**Section 23.04.** The Board shall protect and save harmless any employee employed in the defense of damage suits in accordance with the provisions of Section 10-235 of the Connecticut General Statutes.

**Section 23.05.** The Board, through its school principals and/or counseling staff, shall advise the employee assigned to a student of any identified behavioral problems which could pose a physical risk to the aide.

**Section 23.06.** The Board shall comply with Section 10-233g of the Connecticut General Statutes

## **ARTICLE XXIV -MISCELLANEOUS**

**Section 24.01. Savings Clause.** In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section or portion.

**Section 24.02. Copies of Agreement.** The Board agrees to provide each employee with a copy of this Agreement.

**Section 24.03. Board Policy.** The Board agrees to make available electronically to the Unit President a copy of the current Board policy relating to the employment terms and conditions of bargaining unit employees including all revisions and updates.

**Section 24.04. Personnel Files.** The Board of Education shall permit each employee to inspect his/her personnel file.

**Section 24.05. Mileage Reimbursement.** The Board of Education shall reimburse employees for travel outside the District approved by the principal at the applicable IRS rate.

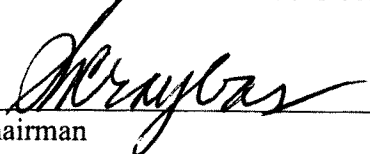
#### **ARTICLE XXV -PROFESSIONAL DEVELOPMENT**

**Section 25.01.** An in-service training program shall be developed by the Director of Special Education or designee each school year with input from an advisory committee comprised of one paraeducator and one ABA Provider appointed by the Union and the Director of Special Education or designee. The advisory committee shall meet at least two times during the school year outside school hours with pay at the regular hourly rate. The Director of Special Education or designee shall contact the designated Union advisory committee members to schedule the meetings. Minutes of each meeting shall be taken. Whenever possible, at least one week in advance, administration shall provide employees with a schedule of the topics to be covered at and location of an in-service meeting or conference.

#### **ARTICLE XXVI -DURATION**

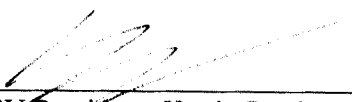
**Section 26.01.** This Agreement shall be in effect from the date it is signed through June 30, 2020. Commencing on or about 120 days prior to the expiration date of this Agreement, the Union and the Board agree to negotiate a Successor Agreement.

#### **BETHEL BOARD OF EDUCATION**

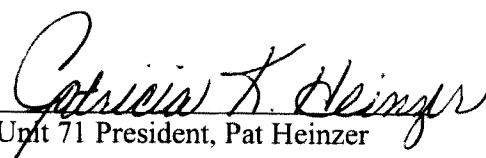
  
Chairman

12/5/17  
Date

#### **UPSEU, Unit 71 Bethel Paraeducators**

  
UPSEU President, Kevin Boyle, Jr.

11-29-17  
Date

  
Unit 71 President, Pat Heinzer

12-5-17  
Date

## APPENDIX A

### OUTLINE FOR BETHEL BOARD OF EDUCATION 401(a) DEFINED CONTRIBUTION PLAN AND 457 DEFERRED COMPENSATION PLAN FOR PARAEDUCATOR BARGAINING UNIT EMPLOYEES OF THE BETHEL SCHOOL DISTRICT

Effective Date: July 1, 2000. (As of July 1, 2014 the "Union" is UPSEU United Public Service Employees Union Bethel Paraeducators and ABA Providers Local 424- Unit 71.)

Eligibility: All bargaining unit employees of the Bethel School District who are scheduled to work at least 750 hours per year and who are covered by the Agreement between the Bethel Board of Education (the "Board") and Local 1103 of the Communications Workers of America (the "Union") are eligible to enter the Plan on the January 1st following their date of hire provided they have attained age 18.

Credited Service: To earn a Year of Credited Service, a Participant must have completed at least 750 Hours of Credited Service during a Plan Year.

Hours of Credited Service will be determined on the basis of actual hours for which a Participant is paid or entitled to payment.

Plan Year: The twelve month period July 1st through June 30th.

Employer Contributions: The Bethel Board of Education (the "Board") will contribute up to 7% of the Participant's Covered Compensation ("Compensation") to the 401(a) Defined Contribution Plan each year as follows:

1. The Board will make a required contribution each plan year on behalf of each Participant equal to 3% of the Participant's Covered Compensation.
2. The Board will make matching contributions equal to 100% of the Participant's salary deferral contribution to the 457 Deferred Compensation program, not to exceed 4% of the Participant's Covered Compensation. Salary Deferral contributions in excess of 4% to the 457 Deferred Compensation program will not receive matching contributions.

Participant Contributions: On a voluntary basis, the Participant may defer a portion of his/her Covered Compensation to the 457 Deferred Compensation Plan up to the limit prescribed by law. Participants may adjust their contribution levels at any time. Any adjustment within the first 4% of Covered Compensation will cause a corresponding adjustment of the Board's matching contribution.

Covered Compensation: Covered Compensation is defined as the total straight time wages paid to the Participant in the Plan Year and excludes (even if included in gross income) overtime, reimbursements or other expense allowances, fringe benefits (cash or non-cash), and welfare benefits.

Open Enrollment: Once each year, during the period October 1st through November 30th.

Normal Retirement Age: A Participant's Normal Retirement Age will be the day he or she attains age 59-1/2 or the 7th anniversary of his or her participation commencement date, if later. Participation commencement date is the January first of the Plan Year in which the Participant began participating in the Plan.

Vesting Schedule for the 401(a) Defined Contribution Plan: Upon termination of employment, the Participant's vested percentage in the Board Contributions made on the Participant's behalf will be based upon the following schedule.

<u>Years of Service With the Board</u>	<u>Vested Percentage</u>
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years or more	100%

All continuous years of service prior to July 1, 2000 shall be recognized for vesting purposes.

Exceptions to  
Vesting Schedule:

100% vested upon attaining normal retirement age.

100% vested in the event of death prior to retirement.

100% vested in the event of total and permanent disability.

Rollovers:

The Plan will allow transfers from other "qualified" retirement plans.

Loans:

The Plan will not allow loans to participants.

Distribution of Benefits:

Benefits will be distributed at the end of the Plan Year in which a Participant incurs a Break in Service. If a terminated Participant has more than \$3,500 of vested benefits in his or her investment account, he or she may opt to defer distribution of benefits for as long as the Plan is in existence.

Break in Service:

A Break in Service occurs when a Participant is credited with less than 501 hours of service in the Plan Year. A Permanent Break in Service occurs following 5 consecutive one year Breaks in Service.

Forms of Benefit  
Payments:

In addition to the lump sum normal form of benefit, the following optional forms of benefit shall be provided:

Straight Life Annuity. Life Annuity -  
Ten Year Certain. Joint and Survivor  
Annuity. Ten Year Certain Fixed  
Payments. Life Annuity -Twenty  
Year Certain. Systematic  
Withdrawals.

Forfeitures:

Amounts forfeited by terminated participants shall be distributed as follows:

1. 50% of the forfeited amount shall be reallocated to the accounts of the other participants in proportion to each Participant's compensation for the year as compared to total payroll.
2. 50% of the forfeited amount shall be applied to reduce the next employer contribution made by the Board.

Investment Agency: ING Life Insurance and Annuity company ("ING").

Investment of Individual  
Participant Accounts: The Participant shall direct the investment of the assets in the  
Participant's individual account in accordance with the procedures of  
the Investment Agency.

Plan Administrator/Trustee: Bethel Board of Education.

Trust Document: ING Group Combination Deferred Annuity Contract  
(Nonparticipating).